



**GLENDAL E BROADCASTING COMPANY**

**EXHIBIT NO. 190**

**MM DOCKET NO. 93-75**

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AFFILIATION AGREEMENT

AGREEMENT by and between Trinity Broadcasting Network, Inc., (TBN), Santa Ana, California, P.O. Box A, Santa Ana, California, 92711, and National Ministries 291 Inc., a non-profit Co corporation (Broadcaster), licensee of full power television broadcast station KMLM, Cedar Rapids, Iowa, on Channel 42, hereby mutually covenant and agree, as of this 21 day of October, 1988, as follows:

WITNESSETH:

WHEREAS, TBN believes its programming to be of special significance to certain segments of society; and

WHEREAS, TBN places great value in the distribution and dissemination of its specialty religious programming; and

WHEREAS, TBN wishes to foster the development of religious broadcasting by allowing new broadcasters to broadcast its programming; and

WHEREAS, Broadcaster recognizes the programming excellence of TBN, and the technical and financial benefits extended to it through an affiliation with TBN;

NOW THEREFORE, the parties, in consideration of the terms and conditions contained herein, mutually agree to be bound by this agreement in its entirety as follows:

1. DEFINITIONS

A. FCC and the Commission are both understood to mean the Federal Communications Commission.

Federal Communications Commission

Docket No. 93-75 Edition No. 66E #190

Presented by Coker

(Identified) 12/3/98

Di position As listed

(Reported)

Reporter Blue Weber

Date 12/3/93

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B. Television Station or broadcaster is understood to mean a television broadcast station authorized by the FCC under Part 73 of the Commission's Rules and Regulations and the licensee thereof.

C. FCC authorizations are understood to mean construction permits and/or licenses to broadcast issued by the Federal Communications Commission.

D. Airtime is understood to mean the period of time during which a television broadcast signal is being transmitted.

E. Community of license is understood to mean the community for which the Broadcaster has been licensed to broadcast.

F. CATV System is understood to mean a community antenna television system authorized by Part 76 of the Commission's Rules and Regulations.

G. Regularly scheduled programs are programs which have been aired at the same time, with the same title and duration for a period of four (4) months.

H. Optional programs (or programming) are programs which do not appear in the attached current TBN program schedule (Exhibit A), or subsequent updated TBN program schedules.

I. Prime time is understood to be five (5) o'clock P.M. to eleven (11) o'clock P.M., Pacific Standard Time.

2. Programming.

Broadcaster shall have such rights to broadcast TBN's programming as follows:

(a) TBN shall offer to Broadcaster, for broadcast by its television station, the full schedule of TBN programming, which shall not be less than twelve (12) hours per day. However, TBN shall not be obligated to offer Broadcaster such programs as TBN, in its sole discretion, elects ot to have broadcast in a particular community or communities.

(b) Broadcaster shall pay Trinity Broadcasting Network as follows:

Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similiar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 6 (a), the sum of twenty percent (20%) of zip code revenue received per month.

(c) From time-to-time, TBN may make optional programming available to Broadcaster. Broadcaster may accept and broadcast such optional programming by notifying TBN. Such acceptance notification by Broadcaster must be within three (3) days (exclusive of Saturdays, Sundays, and holidays designated as such by the United States Congress) after TBN makes the offer of such optional programming. In the event Broadcaster does not accept the optional programming offered by TBN, TBN shall be free to make such programming available to any other broadcaster or CATV system serving Broadcaster's community of license.

### 3. Delivery.

(a) Broadcaster agrees to construct a domestic satellite earth station suitable for receiving program material distributed by TBN. TBN will deliver its programming to Broadcaster via satellite, program

transmission lines or radio relay lines (hereinafter collectively referred to as "via satellite").

(b) If, for any reason, the transmission of any program via satellite is not feasible, or is determined by TBN to be impractical or undesirable, such program may be delivered to Broadcaster, at TBN's expense, in the form of tape or other recorded version.

(c) In cases where programs are not transmitted to Broadcaster via satellite, TBN may deliver to Broadcaster, transportation charges prepaid, a video tape or other recorded version of the program sufficiently in advance to enable broadcast of the program at the scheduled time. Unless TBN directs otherwise, each such recorded version, and the reels and containers furnished therewith, shall be returned to TBN in as good condition as when received (reasonable wear and tear expected) immediately after the single television broadcast of the program.

#### 4. Program Rights and Recording.

All right and title in and to all programming, including without limitation, all copyrights, titles, names, stories, plots, incidents, ideas, formulas, formats, general content of the program, and other literary, artistic and musical or other creative material, other than that in the public domain, shall remain vested in TBN. Broadcaster agrees not to authorize, cause or permit TBN programming to be used for any purpose other than broadcast or promotion by Broadcaster. Broadcaster shall not allow any recordings or tape delayed transmission by any other person for any purpose whatsoever.

#### 5. Broadcaster's Right to Substitute.

Nothing contained herein shall prevent or hinder Broadcaster from

rejecting or refusing to broadcast any program which Broadcaster reasonably believes is necessary in order to comply with the FCC's Rules and Regulations, or from substituting for any program, regardless of content, a program of outstanding local or national importance.

6. Payment.

Broadcaster shall pay Trinity Broadcasting Network as follows:

(a) Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similiar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 2 (b), the sume of twenty percent (20%) of zip code revenue received per month.

(b) Broadcaster shall carry a minimum of nine (9) other hours of TBN programming at whatever time Broadcaster shall decide. Consideration for the broadcast of such programming by Broadcaster is included in the package sum paid by Broadcaster to TBN in accordance with paragraph 6 (a) above.

(c) Broadcaster is free to carry any other TBN programming provided via satellite not specified in paragraph 7(a) and 7(b) below without charge.

7. Broadcaster Covenants.

Programming accepted by Broadcaster shall be subject to the following conditions:

(a) Broadcaster shall not, without prior written permission of TBN, make any deletions from or additions to the "PRAISE THE LORD" program, or such similiar program as is designated pursuant to subparagraph 2(b)



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above, or insert any commercial or other announcements therein.

(b) Broadcaster shall not, without TBN's prior written authorization, sell unsponsored TBN programs for commercial sponsorship.

(c) Broadcaster shall not delete the TBN identification, or the program promotional or production credit announcements from any "PRAISE THE LORD" program, or other similiar program designated pursuant to subparagraph 2(b) above, except that Broadcaster may omit annoucements pertaining to a program that Broadcaster is not going to broadcast. For any such deleted material, Broadcaster may substitute only promotional announcements pertaining to other TBN programs, or public service announcements of Broadcaster.

(d) For TBN programming other than that referred to in subparagraph 7(c) above, Broadcaster shall not delete the TBN identification, nor shall it insert during any TBN programming, any announcements or advertisements which shall be inconsistent with TBN's fundamental Christian morals and standards which include, but are not limited to any and all "R" or "X" rated movie advertising; advertising for contraceptives, alcoholic beverages; or feminine hygiene products of a personal nature, or abortion clinics; any advertising containing desirable connotations in reference to the occult, witchcraft, astrology, horoscopes, magic (such as mystic science), gambling, tobacco products, controlled substances or sexual promiscuity. If Broadcaster inserts any announcements which TBN deems inconsistent with the standards set forth above, the same shall be considered a breach of the Agreement and TBN shall have the right to immediately terminate the Agreement.

8. Delayed Broadcasts.

If TBN offers a program that Broadcaster is unable to broadcast at the time of the proposed transmission, and if TBN and Broadcaster shall agree on a delayed broadcast of it from video tape or other recorded version, the following provisions shall apply:

(a) each party shall be compensated for the delayed program as though it has been carried directly;

(b) at the time of each delayed broadcast, Broadcaster shall announce that the program is a tape or other recorded version of a program that was presented earlier.

(c) Broadcaster shall use each such tape or other recorded version only for the purpose herein contemplated, broadcasting it only at the time agreed upon and comply with TBN's instructions concerning its disposal.

(d) TBN reserves the right to discontinue, upon 24 hours notice, any arrangements with respect to any delayed broadcasts of TBN programs.

9. Performing Rights Licenses.

TBN shall maintain such licenses, including performing rights licenses, as now are or hereafter may be in general use by television broadcasting stations and as may be necessary to enable broadcast of TBN's programs. TBN shall endeavor to enter into appropriate arrangements to clear at the source all music in the repertory of American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc., (BMI), and of SESAC, Inc., used in TBN programming, thereby licensing the broadcast of music in such programs over Broadcaster's station.

10. Indemnification.

TBN will indemnify and hold Broadcaster harmless from and against any and all claim, damage, liability, cost, or expense (including legal fees, provided TBN has the option of either providing necessary legal services or agreeing with Broadcaster in the selection of such legal representation) reasonably incurred and arising from the broadcast of any material supplied by TBN. Broadcaster will likewise indemnify and hold harmless TBN from and against any claim, damage, liability, cost or expense (including legal fees) reasonably incurred, arising from the broadcast of any material other than that supplied by TBN.

11. Warranties.

TBN and Broadcaster each represent and warrant to the other that each has the necessary power and authority to enter into this Agreement and fully perform its obligations hereunder.

12. Force Majeure.

TBN shall not be liable to Broadcaster for failure to deliver any program by reason of an act of God, labor disputes, breakdown of facilities, fire, flood, legal enactment, governmental order or regulation, or any other cause beyond its control. Broadcaster in turn, shall not be liable to TBN for failure by reason of any of the aforesaid contingencies to broadcast any TBN program Broadcaster has previously accepted or is obligated to accept and broadcast. Broadcaster shall not have the right to payment for any program not broadcast by reason of the aforesaid contingencies.

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13. Cancellation.

This Agreement may be cancelled upon the following terms:

(a) If the transmitter location, power or frequency of the station is changed at any time so as to effect adversely the area or population coverage of Broadcaster's station, TBN may terminate this Agreement upon 60 days written notice to Broadcaster.

(b) If Broadcaster airs programs or announcements immediately prior to or following the broadcast of TBN programming which are inconsistent with the fundamental Christian moral standards set out in paragraphs 9(d) above, this Agreement may be cancelled immediately by TBN by providing written notice of cancellation to the Broadcaster.

(c) Either party may cancel this Agreement at any time by providing 120 days written notice.

(d) Upon serving written notice of the execution of an agreement contemplating the transfer or assignment of the Broadcaster's authority to operate its station, such as would require the filing of an FCC form 314 or 315, or successor forms of similar import, TBN may terminate this Agreement upon 30 days written notice.

14. Duration.

This Agreement shall become effective at three (3) o'clock p.m., Pacific Standard Time on the October 21, 1988. Unless sooner terminated as hereinabove provided, this Agreement shall continue for a period of five (5) years. Thereafter it shall be renewed on the same terms and conditions for successive periods of five years each, unless and until either party notifies the other of its intention not to

renew. Such notice shall be given at least 120 days prior to the expiration of the then current term.

15. Notices.

Any such notices given or required to be given hereunder shall be in writing, and shall be transmitted by prepaid mail or telegram addressed to TBN at P.O. Box C-11949, Santa Ana, California 92711, and to Broadcaster at 211 Broadway Street, Los Angeles, Calif. or at such other address as either party may specify by notice similiarly sent. Where notice is given by mail or telegram, the date of mailing or the date of delivery to the telegraph office, as the case may be, shall be deemed the date of giving notice.

16. General Provisions.

(a) The waiver by either party of a breach or default by the other shall not be deemed to constitute a waiver of any preceding or subsequent breach or default of the same or any other provision.

(b) This Agreement may not be modified, renewed or discharged, except as herein specifically provided, or by an agreement in writing signed by both parties.

(c) The parties to this Agreement intend that all disputes and controversies of every kind and nature between the parties hereto arising out of, or in connection with, this Agreement as to existance, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance or termination thereof, shall be arbitrated in Los Angeles or Orange County, California by a third person acceptable to the parties under the rules then obtaining of the American

Arbitration Association or the Christian Legal Society's arbitration service. Both parties agree to be bound by the decision of the arbitrator. The cost of such an arbitration shall be borne as the award may direct. The award shall be rendered in such form that judgement shall be entered thereon in the highest court of the forum having jurisdiction thereof.

(d) This Agreement shall be governed by the laws of the state of California.

(e) This constitutes the entire Agreement between the parties, all prior understandings are hereby merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NATIONAL MINORITY  
TELEVISION, INC.

TRINITY BROADCASTING  
NETWORK, INC.

BY:

*[Signature]*

BY:

\_\_\_\_\_



**GLENDALE BROADCASTING COMPANY**

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**JUGGERT AND WAYMAN**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2845 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CALIFORNIA 92626

NORMAN G. JUGGERT  
KENNETH L. WAYMAN

TELEPHONE  
AREA CODE 714  
546-3600

April 28, 1992

Trinity Broadcasting Network  
P. O. Box C-11949  
Santa Ana, CA 92711

Attn: Jane Duff

Re: NMTV Production Agreement

Dear Jane:

I am enclosing an Addendum to the Television Agreement and Production Agreement between NMTV and TCC.

You will note that it leaves intact the rates to be charged to TCC for announcements by NMTV, but changes the costs of programs to the rates set forth on the current rate card of NMTV.

In addition, programs are now produced in Portland. NMTV will be reimbursed for guest travel expenses approved in advance by TCC.

Please let me know if you have any corrections or additions.

Sincerely,

JUGGERT & WAYMAN, APC

By:

  
Norman G. Juggert

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Federal Communications Commission

Docket No. 93-75 Exhibit No. 65C-191

Presented by Fr. Cohen

	Identified	<u>DEC 3, 1993</u>
Disposition	Received	<u>DEC 6, 1993</u>
	Reopened	

Reporter Ar. Linder

Date DEC 3, 1993



**GLENDALÉ BROADCASTING COMPANY**

**EXHIBIT NO. 192**

**MM DOCKET NO. 93-75**

FIRST ADDENDUM TO  
TELEVISION AGREEMENT  
AND  
PRODUCTION AGREEMENT

National Minority T.V., Inc., a California nonprofit corporation (herein "Producer") and Trinity Christian Center of Santa Ana, Inc., dba Trinity Broadcasting Network, a California nonprofit corporation (herein "Sponsor") are parties to a TELEVISION AGREEMENT AND PRODUCTION AGREEMENT (herein "Agreement"). The parties now desire to amend portions of the Agreement and to confirm the remaining portions as follows:

Amendments

1. Section 2, (c) Location is hereby amended to provide:

(c) Location. The Programs shall be produced at the Producer's Portland, Oregon studio and shall be broadcast from the Tustin studio facilities of the Sponsor, or such other location that the Sponsor designates.

2. Section 7, Producer's Compensation is hereby amended to provide:

7. Producer's Compensation. In consideration of the due performance by the Producer of its obligations hereunder, and of the rights herein granted by it to the Sponsor, and in full and final payment for the Announcements to be furnished by the Producer, the Sponsor shall pay to the Producer, and the Producer shall accept the compensation described on Exhibit "A" to the

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**FIRST ADDENDUM  
TELEVISION/PRODUCTION AGREEMENT**

Agreement for the Announcements. The Producer further agrees to accept the compensation provided for in the Producer's rate card for the Programs to be furnished by the Producer. A copy of the Producer's current rate card is attached hereto as Exhibit "One." That portion of Exhibit "A" to the Agreement that concerns Programs is hereby canceled and declared to be of no force and effect whatsoever. In the event the Producer is in debt to the Sponsor pursuant to the terms of one or more promissory notes, or pursuant to an open book account, the Sponsor shall be entitled to compensate the Producer by reducing the Producer's debt to the Sponsor under one or more of said promissory notes or said open book account. The Producer shall be entitled to specify which obligation such debt reduction shall apply to. The aforesaid application of the Producer's compensation shall not modify or otherwise alter the Producer's obligations under the terms of such promissory note or account, except to the extent that the Producer's debt is reduced by such application. The Sponsor shall provide the Producer with an accounting of such debt reduction upon request by the Producer at least once annually, with or without a request by the Producer. The Producer shall be reimbursed for any travel, lodging or other

**FIRST ADDENDUM  
TELEVISION/PRODUCTION AGREEMENT**

expenses incurred by the Producer, which are approved in advance by the Sponsor and which are incurred pursuant to the terms of the Agreement and/or this FIRST ADDENDUM.

**CONFIRMATION**

The Sponsor and the Producer hereby confirm all of the terms and conditions of the TELEVISION AGREEMENT AND PRODUCTION AGREEMENT, which have not been amended pursuant to the terms of this FIRST ADDENDUM TO TELEVISION AGREEMENT AND PRODUCTION AGREEMENT.

IN WITNESS WHEREOF the parties have executed this Agreement.

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

NATIONAL MINORITY T.V., INC.

Dated: \_\_\_\_\_

By: *Jane Duff*

**ACKNOWLEDGEMENT**

In order to induce the Sponsor to enter into the foregoing FIRST ADDENDUM and in consideration thereof, I represent that I have read the FIRST ADDENDUM and I undertake to comply with all the provisions thereof insofar as they relate to the rendition of my services. I further agree that all Programs and Announcements that I produce or participate in shall be "works for hire" and we are hereby assigned to Trinity Christian Center of Santa Ana, Inc.

*James McClellan*  
James McClellan





**GLENDALE BROADCASTING COMPANY**

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